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SMITH & STREGE

TRACKSIDE ADDITION
DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION is made this 1 day of August, 2025, by CoLand, LLC, a North Dakota limited liability company, hereinafter referred to as "Developer", Thor Buildings LLC, a North Dakota limited liability company, and Peter Krump.

WHEREAS, the parties desire to provide for the preservation of the values and amenities of the Property described in Article II of this Declaration, hereinafter called the "Property". To this end, the Property is subject to the covenants, conditions, restrictions and reservations set forth in this Declaration, each and all of which are for the benefit of the Property and shall run with the land and be binding on all parties having or acquiring any right, title or interest in the properties herein described of any part thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, the parties declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and reservations (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

ARTICLE I. DEFINITIONS

The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Lot" shall mean and refer to any portion of the Property that is hereafter deeded by Developer to a third party.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

3. "Developer" shall mean and refer to CoLand, LLC.

4. "Property" shall mean that real property described more specifically in Article II of this Declaration.

5. "Declaration" shall mean the covenants, conditions, restrictions and reservations set forth herein, as may from time to time be amended.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the following: Lots 1 through 22 of Block 1, and Lots 1 through 10 of Block 2 in Trackside Addition to the City of Colfax, Richland County, North Dakota.

ARTICLE III. CONSTRUCTION

1. **Commencement of construction.** Construction of a primary structure on a Lot shall be commenced (evidenced by the issuance of a building permit) within twelve (12) months after the purchase of any Lot by an Owner. In the event a primary structure is not commenced within twelve (12) months, Developer shall have the option to repurchase the Lot from Owner at a price of ninety percent (90%) of the price originally paid to Developer for the Lot.

2. **Substantial completion of construction.** Construction of all primary structures must be substantially complete within nine (9) months after the earlier to occur of (a) topsoil being scraped and piled; or (b) issuance of a building permit for the structure.

3. **No used buildings.** No building may be moved from another location onto any Lot within the Property, except that a new building, specifically constructed to be moved to a Lot within the Property, is allowed. Any building moved onto a Lot must receive prior approval from Developer. All new buildings to be moved onto a Lot must be located and designed in accordance with these covenants and constructed in compliance with applicable North Dakota building codes.

4. **Lot maintenance during construction.** Contractors, subcontractors, and materialmen must perform construction activities on any Lot in a neat and clean manner, and must keep the Lot and all surrounding Property free of debris, trash, and discarded building materials from their work.

5. **Storage of building materials.** No outside storage of building materials is permitted on any Lot after the nine (9) month construction period.

6. **Yard.** The yard must be sodded or seeded no later than September 30th that follows the date of construction completion. Until the sodding/seeding is completed, the Owner of the Lot must maintain the Property in a condition free of noxious weeds.

7. **Overhead lines.** Temporary telephone and electrical overhead lines are permitted during construction until permanent underground facilities are installed. Otherwise, all overhead lines are prohibited on the Property.

ARTICLE IV. RESTRICTIONS

The Property is subject to the following restrictions:

1. **Architectural Control.**

   a. ***Architectural Approval.*** No building, fence, wall or other structure shall be commenced, erected, or maintained upon a Lot, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Developer.

b. ***Review Procedures.*** The following procedures shall govern requests for construction and alterations under this section:

i. Detailed plans, specifications, and related information regarding any proposed construction or alteration, in form and content acceptable to the Developer, shall be submitted to the Developer at least 60 days prior to the projected commencement of construction. No construction or alteration shall be commenced prior to approval.

ii. The Developer shall give the Owner written notice of approval or disapproval. If the Developer fails to approve or disapprove within sixty (60) days after receipt of the plans and specifications and all other information requested by Developer, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as done in accordance with the plans, specifications, and related information which were submitted.

iii. If no request for approval is submitted, approval is denied unless: (I) the alterations are reasonably visible, and (II) no written notice of the violation has been given to the Owner on whose Lot the alterations are made by the Developer within 6 months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Developer. The Owner of the Lot on which the alterations are made shall have the burden of proof, by clear and convincing evidence, that the alterations were completed and reasonably visible for at least 6 months following completion and that the notice was not given.

c. ***Remedies for Violations.*** The Developer may undertake any measures to enforce compliance with this section and shall be entitled to recover from the Owner causing or permitting the violation all attorney's fees and costs of enforcement. In addition, the Developer shall have the right to enter onto the Owner's Lot and restore any part of the Lot or structures located thereon to its prior condition if any alterations were made in violation of this section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Lot.

2. **Lot size**. No Lot may be subdivided except as approved by Developer. All transfers of less than the entire Lot are prohibited without the prior written approval of Developer.

3. **Building location**. No structure may be constructed on any portion of the Property unless the following requirements are met: Reviewed and approved by Developer.

4. **Building Features.** The following requirements shall apply to the primary structure of each Lot:

a. Unless otherwise approved by the Developer in writing, the exterior colors of the primary structure shall be limited to black and white;

b. The primary structure shall have a concrete apron;

c. The primary structure shall have a front entry door, a side entry door, or both front and side entry doors.

d. The primary structure shall have ten foot (10') minimum side walls.

e. The primary structure shall have a minimum twelve-inch (12") overhang.

f. The primary structure must be a commercial building with a minimum area of twelve hundred (1,200) square feet. Square foot calculations do not include basements, open porches, or decks.

5. **External Fixtures; Fences.**

a. No external items shall be constructed, erected or maintained on a Lot or affiliate to any building located thereon unless approval is obtained in writing from the Developer. Television antennas, radio antennas, and flagpoles are permitted.

b. No basketball backboards or hoops may be attached to the exterior of a primary structure on any Lot. Likewise, a separate pole for installation of such equipment is not allowed.

c. Notwithstanding the foregoing, fences are permitted to be constructed provided that the Owner and Developer agree in writing on the size and location of the fence. All fencing shall be constructed of composite material unless otherwise agreed by the Owner and Developer. All fences shall be maintained regularly to be kept in good visual condition. Any broken or fallen portions of fences shall be promptly repaired with matching materials.

6. **Standard base elevation.** Lots shall be graded to finished design grades as set and approved by Developer and Developer's engineer. Developer and Developer's engineer will set all grades for culverts unless otherwise set by the City of Colfax.

7. **Roof pitch**. Roof slopes of not less than 4 in 12 are required.

8. **Building types**. No solar panels, geodesic dome structures, mobile buildings, or earth shelter structures are permitted. All primary structures must have a permanent foundation.

9. **Diseases and insects**. No Owner shall permit any thing or any condition to exist upon any Lot that shall induce, breed or harbor infectious plant diseases or noxious insects.

10. **Exterior maintenance**. All primary and accessory structures shall at all times be maintained in a neat condition and appearance. All yards shall be maintained in a neat condition and appearance and be kept free of noxious weeds.

11. **Parking/Storage of Vehicles and Other Materials.** Parking areas on a Lot shall be used only for parking of vehicles owned or leased by Owners and their guests, and such other incidental uses as may be authorized in writing by Developer. The use of driveways and other parking areas on the Lot, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by Developer, including without limitation the right of the Developer to tow vehicles parked in contravention of such regulations, or to remove unauthorized personal property. Storage of vehicles of any kind or hazardous materials is strictly prohibited. No motor vehicle, including a motorcycle, trailer, camper, boat or similar item shall be permitted to remain on the Lot unless parked or placed within the building; provided, however, that temporary parking of motor vehicles may be permitted. For purposes hereof, "temporary parking" shall mean parking of (a) vehicles belonging to Owners, Owners' agents, or customer parking, or (b) parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owner or Owner's business. Nothing herein shall be construed as preventing Developer from using temporary structures or trailers for construction and/or sales purposes or engaging in all forms of construction and sales activities.

12. **Outside Speakers and Amplifiers.** No radio, stereo, broadcast, or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any builder located on a Lot, without the prior written approval of the Developer.

13. **No Temporary Residence**. No structure erected on a Lot shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

14. **Animals**. No animals of any kind shall be allowed to reside or be maintained on any Lot, except as part of the usual operation of the business of an Owner.

15. **Nuisance**. No noxious or offensive trade or activity is allowed on any Lot, nor shall anything be done thereon that is an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to, using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, and the placing thereof of unsightly piles of dirt, lumber or other material except during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot before, during or after the period of construction. Nothing herein shall be construed as preventing Developer, its agents, and assigns from engaging in all forms of construction and sales activities within the Property.

16. **Unsightly Items**. The Owner of each Lot shall cause all rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lot, and such rubbish, debris, or unsightly materials or objects shall not be allowed to accumulate. Refuse containers and machinery and equipment shall be prohibited unless obscured from view of adjoining Lots. Trash and garbage shall be placed in containers for frequent and periodic removal.

17. **Mining**. No exploration for oil or natural gas or mining operations of any kind shall be permitted on any Lot.

18. **Letter and delivery boxes.** All United States Postal mail shall be delivered to the City of Colfax USPS post office. No mailboxes are allowed on any Lot.

19. **Signs.** Unless otherwise approved by Developer in writing, no commercial signs of any kind may be displayed on any Lot except one professional sign of not more than nine (9) square feet advertising the Property for sale or rent, or signs used by the marketer to advertise the Property during construction and sales.

20. **Removal of dirt.** When excavating for structures, leveling of Lots, or doing any dirt work, no earth or soil shall be removed from the Property except with the written consent of Developer, and then only to such places as may be directed by such written consent.

21. **Wells.** No private or community wells shall be permitted on any Lot. Notwithstanding the foregoing, geothermal wells are permitted for the purpose of heating and/or cooling a structure.

22. **Compliance with Law.** No use shall be made of a Lot which would violate any municipal codes or ordinances, or state or federal laws.

23. **Special improvements.** No Owner, other than Developer, may petition the City of Colfax for special improvements unless (a) Developer consents in writing to any such petition, or (b) seventy-five percent (75%) of the Lots have been sold.

ARTICLE V. GENERAL PROVISIONS

1. **Enforcement**. If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, any Owner may initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. Such action may be brought to prevent violation of any such covenants or restrictions and/or to recover damages for the violation of any such covenants or restrictions.

2. **Right to Enforce**. Failure to enforce any of the covenants, conditions, or restrictions now or hereafter imposed is not a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.

3. **Mortgages**. The breach of any of the foregoing covenants, conditions, or restrictions now or hereafter imposed shall not defeat or render invalid any lien or mortgage made in good faith for value as to any Lot or Lots; but this Declaration shall be binding upon, and effective against, any mortgagee or Owner whose title is or was acquired by foreclosure or otherwise.

4. **Duration**. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Developer, Owners, and their heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument

signed by a majority of the then Owners has been recorded agreeing to modify said covenants and restrictions in whole or in part.

5. **Severability**. The invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

6. **Amendments**. This Declaration may be amended by Developer without the consent of any other Owner. Any amendment must be recorded in the office of the Richland County Developer.

IN WITNESS of its terms and conditions, the undersigned, being all of the Owners and the Developer, have caused this Declaration to be executed the day and year first above written.

[Signature pages to follow.]

Signature page to Declaration of Covenants – Trackside Addition.

COLAND, LLC:

By _____
Nathan Berseth, its Member

STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this 1 day of August, 2025, before me personally appeared Nathan Berseth, known to me to be the Member of CoLand, LLC, a North Dakota limited liability company, the limited liability company that is described herein and known to me to be the person who executed the within and foregoing document, and acknowledged to me that he executed the same on behalf of said limited liability company.

NANCY KELLY
Notary Public
State of North Dakota
My Commission Expires May 25, 2026

_____
Notary Public
My Commission Expires:

Signature page to Declaration of Covenants – Trackside Addition.

THOR BUILDINGS LLC:

By Thad S. Thorsness
Its Managing Member

STATE OF North Dakota)
)SS
COUNTY OF Cass)

On this 29 day of July, 2025, before me personally appeared Thad Thorsness, known to me to be the managing member of Thor Buildings, LLC, a North Dakota limited liability company, the limited liability company that is described herein and known to me to be the person who executed the within and foregoing document, and acknowledged to me that he executed the same on behalf of said limited liability company.

NANCY KELLY
Notary Public
State of North Dakota
My Commission Expires May 25, 2026

Nancy Kelly
Notary Public
My Commission Expires: May 25, 2026

Signature page to Declaration of Covenants – Trackside Addition.

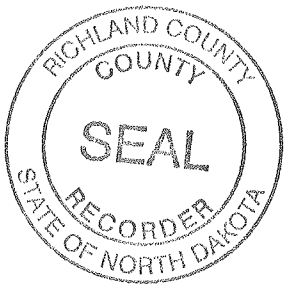
Peter Krump

STATE OF North Dakota)
)SS
COUNTY OF Richland)

On this 30 day of July, 2025, before me personally appeared Peter Krump, known to me to be the person who executed the within and foregoing document, and acknowledged to me that he executed the same.

Notary Public
My Commission Expires:

NANCY KELLY
Notary Public
State of North Dakota
My Commission Expires May 25, 2026



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RECORDER'S OFFICE, RICHLAND COUNTY, ND 4/13/2026 1:45 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JACKIE BABBITT, COUNTY RECORDER

by Kristin Masching, Deputy

Document #386950

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SMITH & STREGE